

THE NEWS OF NORFOLK ON PAGES 2, 3 & 5.

The Trouble
is at the roots. Clipping the ends of the hair is like treating the branches of a tree with rotten roots. You must strike at the source.

Seven Sutherland Sisters'
preparations strike deep. They invigorate the roots—feed them. This gives life, beauty—grace to the hair. Everyone should use them.

GREAT CLOTHING SALE.

We will begin to-morrow our great CUT PRICE SALE OF

READY-MADE CLOTHING

Suits, regular price \$8; this sale, \$5.75.

Suits, regular price \$10; this sale \$8.25.

Suits, reg. price \$12.50; this sale \$9.

Suits, regular price \$16; this sale \$12.50.

We guarantee these suits all wool and from \$3 to \$5 less than others are selling them for.

GLAUDE W. NORTHERN & BRO.



A Bedouin Beauty

—might not be able to array herself with barbaric splendor from our choice stock, as it has been selected solely for the cultivated tastes of the ladies of Norfolk. But we have Pins, Bracelets, Chatelains, Watches and all kinds of Diamond Mounted Jewelry. Everything in fine Jewelry in Rings, Jewelry, which we are selling low to suit the times. Bring your Watches and Jewelry to us for repairs.

D. P. PAUL, Jeweler,
No. 228 Main St., Norfolk, Va.
BOTH PHONES.

White Hardware Co.
309 MAIN ST., NORFOLK, VA.

WE MAKE WINDOW AND DOOR SCREENS.

Sash, Doors and Blinds.

Estimates cheerfully furnished. Examine our Stock of

Refrigerators, Freezers, Lawn Mowers, Hammocks. Housefurnishing Goods.

We also make prices right.

WHITE HARDWARE CO

COURT DECISIONS.

DIGESTED BY W. B. MARTIN.
EXCLUSIVELY FOR
VIRGINIAN-PILOT.

Notes of Cases Recently Decided,
Which are of Interest to
Our People.

CARR V. FIDELITY BANK.
Supreme Court of North Carolina.
March 13, 1900. 2

AN AGENT OF TWO TENANTS IN COMMON DEPOSITED MONEY IN A BANK TO THEIR JOINT CREDIT, THE BANK NOT KNOWING THAT THEY WERE TENANTS IN COMMON. ONE OF THEM CHECKED ON IT IN THEIR JOINT NAMES AND THE BANK PAID THE CHECK. THE PAYMENT WAS VALID AGAINST THEM BOTH.

The court says:
The uncontradicted testimony is, in substance, this: Deposits to the amount of \$1,138.98 were made in the defendant bank in the name of "Smith & Carr," so entered on its books, and in the depositors' pass book. Four of the deposit tickets were made out by the depositors' agent in the name of "Smith & Carr," and two as "Smith & Carr, J. O. L., Agent." In fact the deposits came from collected rents, collected from real estate owned by John W. Smith and Julian S. Carr as tenants in common, and not as partners, but this fact was not known to the bank. The deposits were made by J. O. Lunsford, agent of the owners to collect said rents. John W. Smith drew a check on the bank for \$1,120, signed "Smith & Carr," payable to "order of ourselves," indorsed it "Smith & Carr," and the bank paid it. Some days thereafter Carr made a demand on the bank for half of the \$1,138.98. The bank offered to pay him, on check signed "Smith & Carr," the \$1,138.98, balance left on deposit, which he refused, and brought this action to recover one-half of said \$1,138.98.

The plaintiff has "got the wrong end by the ear." Smith is the one who has got the money, and should be held to account for it. The plaintiff, fortunately for him, cannot possibly lose by looking to Smith; for, according to the evidence, he is indebted to Smith more than this amount, and the half of the money checked out of the bank can be treated as a payment thereon. Upon the evidence, the court should have instructed the jury to render a verdict for the bank. The deposit was made in the name of "Smith & Carr," by the agent of the owners of the deposits, and the deposits were also entered on the pass books of the depositors. The bank had no notice of the nature of the property whence the fund was derived. It did know as to the fund itself it was treated as the property of a partnership, and when one of said parties, "Smith & Carr," drew a check on the firm, signing it "Smith & Carr," there was no other course than to pay it. "The proper and only safe rule for the bank is to require the signature to be identical with the credit on its books." The bank was not called upon to inquire into the nature of the fund or of the supposed partnership. It received deposits in the name of "Smith & Carr," and it paid to the order of "Smith & Carr." It discharged the trust confided to it. It was the plaintiff's own fault, and not the fault of the bank, that he permitted the deposits to be made in the name of "Smith & Carr," and made no objection till after the fund had been drawn out. Indeed, the pass book, if examined by him, gave him notice of the nature of the dealing with the bank. This case has no analogy to a deposit made by two or more, in their individual names, with notice, express or implied, not to be paid out except upon their joint order. If it had been all Carr's money which was deposited in the name of Smith & Carr, the bank, in the absence of notice of Carr's claim upon the money, would be protected in paying the check of Smith & Carr.

WAYCROSS A. I. R. CO. V. C. & W. R. CO.
Supreme Court of Georgia.
February 27, 1900.

WHEN THE CHARTER OF A RAILROAD COMPANY AUTHORIZES ITS CONSTRUCTION "TO" A CERTAIN TOWN, IT CAN BUILD ITS ROAD "INTO" THE TOWN, AND CROSS ANY OTHER RAILROAD TRACK ON ITS ROUTE.

The court says:
It was contended that the Olfman & Western Railroad Company had no right to cross the line of the Waycross Air Line Railroad Company within the limits of the town of Nichols. The charter of the Olfman & Western Railroad Company authorized it to construct its road "to" the town of Nichols. It was settled that a charter authorizing a railroad company to construct its line "to" a city empowers it to construct its line "into" the city. It is contended, however, that although, under such a charter, a railroad company will be allowed to carry its line into the town designated as its terminus, it will not, in the absence of express authority, be authorized to cross the tracks of another company for the purpose of reaching a place selected by it for its depot, when the depot could have been as well selected on the opposite side of the railroad sought to be crossed. The point at which a railroad company shall locate the end of its line within the town fixed by its charter as its terminus is a matter left entirely to the judgment and discretion of the corporation, when there is nothing in the charter fixing the point at which the end of the line shall be located. A railroad company will locate the end of its line at such point as will be to the best interest of those interested in the enterprise, and where such location does not interfere with the rights of the public another corporation will not be permitted to bring in question the propriety or the wisdom of the location, when the corporation making the location proceeds in accordance with the law to ascertain the damages which the other corporation may suffer by the appropriation of any part of its property to the uses of the railroad company in reaching its terminal point,

and, after they are so ascertained, pays or tenders the amount then fixed to the corporation whose property is taken. The Olfman & Western Railroad Company has authority "to cross, intersect or join or unite its railroads with any railroad heretofore or hereafter to be constructed, at any point in its route, or upon the ground of any other railroad company, and may run over any part of any railroad's right of way necessary or proper to reach its freight depot, in any city, town or village through or near which said railroad may run, under the limitations hereinafter named; but in crossing another railroad, either over, under, at grade, level or otherwise, it shall be at the expense of the company making the crossing, and in such way and manner, at the time of construction, as not to interfere with said railroad in its regular travel or business." It is further provided in the law of this State "that any railroad company shall have the right to cross the track of any other railroad company." The Olfman & Western Railroad Company had, under the general law under which it was incorporated, the authority to cross any other railroad at any point on its route. It will not be seriously contended that the route of a railroad ends when the corporate limits of the town or city which is fixed as its terminus has been reached. If a railroad company has authority to go into a town that part of its line which is within the limits of such town is certainly "in its route." Such being the case, the defendant railroad company has undoubted authority to cross the track of the plaintiff company within the town of Nichols.

LAMBERT'S POINT.

Mr. Fred Dent, of Baltimore, Md., lineman on the Norfolk and Atlantic Terminal Company, while engaged Wednesday morning in putting up an overhead wire one mile beyond the powerhouse, was struck over his stomach by a coil of wire, knocking him senseless, in which condition he remained for several hours. Dr. Doughtie is his attending physician. Mr. Dent was reported better yesterday.

The Sanitary Committee of the Board of Health of Norfolk county met Wednesday and reported a set of sanitary regulations, which were adopted by the board. They provide for the drainage of streets and private property and the removal of shrubbage and garbage, and sanitary inspector to see that the regulations are enforced. If the residents here will give the board its hearty cooperation, the enforcement of these regulations the village will be put in a much better sanitary condition.

The match game of baseball between the Lambert's Point team and the Athletics of Portsmouth will not take place until next Saturday week. This postponement has been made in order to allow the teams of both clubs to appear in their new uniforms.

The steel for the Bridgeport Silver Plating Mill having arrived, the hands have again resumed work.

W. C. T. U.
The meeting of the Lambert's Point W. C. T. U. at the residence of Mrs. Lanier, on Pocahontas avenue, yesterday afternoon was well attended and much interest was manifested by the members. Mrs. Dr. Farmer, president, presided and prayer was made by Mrs. R. H. Jones, president of the State Union, who also made a very urgent address, taking as her theme, "Ask and You Shall Receive."

Mrs. Lakes, superintendent of the Loyal Temperance Legion, reported that the regular meetings were held every Sunday afternoon with good attendance, and much interest manifested on the part of the children. There was one accession at the last meeting. The Legion has now on its rolls forty-two members.

The Superintendent of Sunday School Work was requested to wait upon the various Sunday schools and request them to study the temperance lesson the first Sunday in June.

It was announced that the District Convention would meet with the Lambert's Point Union on the first Tuesday in June, and the President, Mrs. Farmer, to provide a place for the convention to meet in. She will endeavor to secure the Baptist Church.

The subject of getting a lot donated to the union for the purpose of erecting a W. C. T. U. Hall thereon was favorably discussed, and the union resolved itself into a committee of the whole to endeavor to get some liberal-minded real estate owner to donate a lot for the object in view. Mrs. Dr. Farmer and Mrs. McCauley were appointed a special committee for the same purpose.

SILVER MEDAL CONTEST.
A silver medal contest will take place under the auspices of the W. C. T. U. on Monday night, June 4th. The contestants for the prize will be from Norfolk, Atlantic City and Lambert's Point.

The next meeting of the union will be held at Mrs. Minter's, on Lawrence avenue, Thursday afternoon, when arrangements will be made for holding a lawn party before the meeting of the District Convention.

BRAMBLETON.

The School Committee of the Local Board of Improvement met last night to examine and discuss the plans drawn for the erection of an entire new building of ten rooms and also an annex to the present building with four rooms. The following members of the committee were present: Messrs. Gale, Percebe, East and Hampshire. Colonel Pamplin, School Trustee of the ward, and City Engineer were also in attendance. The plans of Mr. J. E. R. Carpenter were presented by his representative, Mr. Calrow, as follows:
The new building entire is to be built of red brick, with white stone trimmings, and a dark slate roof. In the main building there are eight classrooms 28x32, and two rooms 26x31, giving ample space for over fifty pupils in each room, and in addition a rector's room or small class room in the stair platform and a library and teachers' room on the second floor. The heating and toilet rooms are in the basement, the boys' department being separated from the girls' by an unpierced partition. If the Board decides to erect only a four-room building at present, the rear portion only can be built, giving a complete building in itself. The four-room building can be erected with such of the heating and ventilating as is necessary for this part of the work for about \$12,000. The entire structure will cost \$20,000.
The plans of Messrs. Dwyer & Neff were next examined. The exterior is to be of press brick, with stone trimmings, slate roof and gateways at each corner. The ten-room building complete is to have a base nine feet high, with staircases at the end of the transverse hall, one for girls and

the other for boys. The stairways enter the play rooms, adjoining which are the laboratories, all very well lighted and ventilated. The closets in the laboratories are to be individual closets, well lighted from the centre and from the front and rear and from the windows in the play rooms. Fresh air to be brought from the side on Corprew avenue.

The entrance to the four-room building is next to Corprew avenue. This will include the transverse hall, with two staircases in each end, giving separate staircases for the boys and girls. The scheme affords a good connection with the old building with very little expense involved when the entire building is completed.

The exterior of both plans show very handsome buildings. The committee was pleased with both plans, but did not come to any decision last night. They will meet again this week and make a recommendation to the Board at its next meeting.

Oronoco Tribe of Red Men conferred the Adoption and Warrior's degree upon three candidates and received six applications for membership last night. The Brambleton W. C. T. U. will meet at the home of the president, No. 202 North Park avenue, at 5:30 o'clock this afternoon.

The Loyal Temperance Legion will hold an hour's session in the infant class room of the Park Avenue Baptist Church at 4 o'clock this afternoon. Parents are urged to send their children.

The Park Avenue Baptist Church has just had issued from the press a directory of the church in neat pamphlet form. It contains a cut of the church and a life-like photograph of the pastor, Rev. Dr. J. J. Hall, and a history of the organization and growth of the church and roll of officers and members.

Flags at Half Mast.

The flags of the Merchants' and Miners' Transportation Company were at half-mast yesterday in respect to the memory of Mr. J. W. McCloskey, agent of the company at Providence, R. I., whose suicide was chronicled in yesterday's Virginian-Pilot. Mr. R. H. Wright, the Norfolk agent of the company, will probably attend the funeral, which will occur in Providence to-morrow.

Cycle Club Runs.

The Norfolk Cycling Club had a run around the ten-mile circle last night. About twenty members took the run. The next run will be taken Sunday morning, and all cyclists (non-members) are invited to meet the club at the Venice at 9 a. m. and enjoy the run.

Art League Reception.

An informal reception, to which all picture-lovers are cordially invited, will be given at the Art League rooms tonight from 8 to 10 o'clock. Prizes will be given out and collections can be removed later in the evening. Pictures can also be called for any time Saturday.

Awarded Contracts.

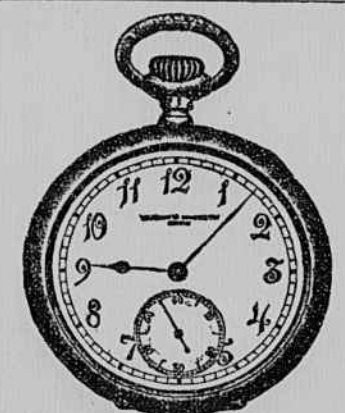
Messrs. Walter J. Simmons & Co., the leading batters, have been awarded the following contracts: For furnishing Police Department with regulation New York helmets, Fire Department, mail carriers with straw hats and Norfolk and Ocean View railroad with uniform caps.

OTHER LOCAL ON PAGE 11

ITCHING Burning Scaly HUMORS
Instantly Relieved by
One Application of
CUTICURA

INSTANT RELIEF AND SPEEDY CURE TREATMENT.—A bath with CUTICURA SOAP, a single anointing with CUTICURA Ointment, and a full dose of CUTICURA RESOLVENT will afford instant relief, permit rest and sleep, and point to a speedy, permanent, and economical cure when all else fails.

Sold everywhere. Price, TUBS, 50c; OINTMENT, 25c; RESOLVENT (half size), 50c. FORTY DROPS AND CHEM. CO., Sole Props., Boston.



April, 24th, 1900.
The Gale Jewelry Co.,
Norfolk, Va.

Gentlemen:—

Replying to yours of the 23rd, Inst., I take pleasure in stating that the VACHERON & CONSTANTIN Watch you sold me four or five years ago has given entire satisfaction.

I do not think it varies over one minute in two or three months. I consider it a very reliable time piece.

Yours very truly
J. T. S. REID.

These celebrated watches can be had only of

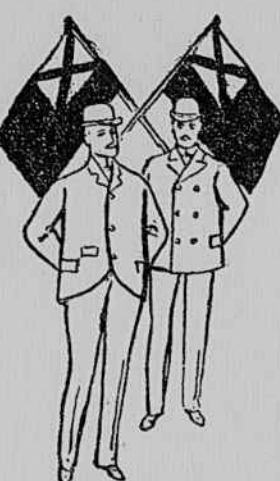
THE GALE JEWELRY CO.

FRANK H. GALE, Manager.

The Saks Stores

234-236-238 MAIN STREET.

The 1900 Edition of the Russian Navy Serge.



Russian Navy is the Serge that frightens them all. When you see others playing upon a name you may be sure there's matchless merit in the original. But the attempts to share in the fame of Russian Navy Serge are as unsuccessful as are the imitations of the weave itself—too palpably imitations.

EVERY YARD OF RUSSIAN NAVY SERGE IS WOVEN EXPRESSLY AND EXCLUSIVELY FOR US. You cannot buy a Russian Navy Serge Suit anywhere but in a Saks store. They are all made in our own workrooms—cut upon "Fit Reform" patterns, which insure perfection of fit to every man, regardless of what his build—a feature not found

in Clothing of any other make. Two excellent points.

And the third. The price is as distinctive as the weave and the workmanship. There's no Serge suit sold anywhere for \$12.50 that can compare with Russian Navy Serges. Very few at \$15 that are as good. The yard cost of the goods has materially increased—the making perfected—but we hold the suit price where it started ten years ago—

Men's Single and Double-breasted Saks, with Single and Double-breasted Vests . . . \$12.50

The Boys' Long Pants \$10 | The Boys' Short Pants \$5
Suits are as usual . . . Suits, as always . . .

The strongest guarantee that can be given Clothing is deserved and accompanies every Suit of Russian Navy Serge—because we know it to be THE BEST SERGE—THE BEST MADE—THE BEST WEARING.

Saks & Company

You Can

Furnish your home on EASY TERMS at

LOUGHRAN'S

Full new line of Summer Goods for home comfort sold at rock bottom prices on easy terms, enabling house keepers to obtain just what they need by paying a little money either monthly or weekly to suit their conveniences.



REFRIGERATORS—Here you will find only the ice saving, economical kind, we have them in all sizes and at all prices.

GO-CARTS AND CARRIAGES—New and attractive assortment of beautifully Upholstered Carriages and Go-Carts. Call and see them.

MATTINGS—We can please you in the Matting line, hundreds of pretty rolls to select from. All qualities and prices. And you know we tack them on your floor FREE.

MOSQUITO CANOPIES ARRIVING DAILY. NEW STYLES AT LOW PRICES.

JOHN B. LOUGHRAN,
319 and 321 Church Street.

BATCHELDER & COLLINS,
141 to 145 WATER STREET.

—DEALERS IN—

Sewer Pipe, Cement, Brick, Lime,
WALL PLASTER, SHINGLES, LATHS.

CAR AND CARGO LOTS A SPECIALTY.

PHONE 101 NORFOLK VA.

BUG-I-CIDE

—NON-POISONOUS.—

The Great Insect Destroyer for Bed-Bugs, Roaches, Ants, Fleas, and All Insects.

25c. Per Bottle. Prepared by

MCCURDEY & MCCURDEY,

PREScription PHARMACISTS,

405 Main Street, Opp. Hotel Norfolk. 733 Church Street, Cor. Calvert
NORFOLK, VA.